



**USAID | NEPAL**  
FROM THE AMERICAN PEOPLE

## USAID Nepal Flood Recovery Program Subcontracting Guidelines

August 2008



### USAID Nepal Flood Recovery Program

43/15 Dandibaba Marg, Tangal

Kathmandu-2, Nepal

Tel: 977-1-441-4162

E-mail: [info@nfrp.org](mailto:info@nfrp.org)

## List of Acronyms

ADS	Automated Directive System
AIDAR	AID Acquisition Regulation
CFR	Code of Federal Regulations
CBO	Community Based Organization
CIRIS	Client Impact and Results Information System (Fintrac M&E System)
CO	Contracting Officer
COP	Chief of Party
CTO	Cognizant Technical Officer
FAR	Federal Acquisition Regulation
IEE	Initial Environmental Examination
IR	Intermediate Result
LPC	Local Peace Committee
M&E	Monitoring and Evaluation
MSME	Micro, Small and Medium-Size Enterprise
NFRP	Nepal Flood Recovery Program
NGO	Non-Governmental Organization
RFTOP	Request for Task Order Proposal
SO	Strategic Objective
USAID	United States Agency for International Development
VDC	Village Development Committee

## Table of Contents

A. Introduction.....	1
B. General Description of USAID-NFRP Subcontracts .....	1
C. Subcontract Objectives .....	1
D. Illustrative Activities.....	2
E. Environmental Analysis .....	2
F. Subcontract Format .....	3
G. Client and Partner Contributions .....	3
H. Subcontract Procedures.....	4
1. Selection Criteria .....	4
2. Competition .....	4
3. Environmental Impact .....	5
4. USAID-NFRP Approval.....	6
5. USAID Approval.....	7
6. Subcontract Elements .....	7
7. Conflict of Interest.....	8
I. Subcontract Administration.....	8
J. Monitoring and Reporting.....	8
K. Amendments and Extensions.....	9
L. Other Subcontractor Responsibilities.....	9
M. Special Provisions .....	9
1. Salary Supplementation .....	9
2. Prohibition of Assistance to Drug Traffickers (ADS 206.5.9) .....	10
3. Certification Regarding Terrorism Financing Activities .....	10
Attachment 01: Request for Subcontract Approval	
Attachment 02: Subcontract Template	
Attachment 03: Negotiation Memorandum	
Attachment 04: Environmental Analysis	
Attachment 05: Certification Concerning Narcotics Offenses and Drug Trafficking	
Attachment 06: Certification Regarding Terrorism Financing Activities	

## A. Introduction

The Nepal Flood Recovery Program (USAID-NFRP) is a 24-month USAID-funded initiative created to provide disaster recovery assistance in Nepal's Terai region. The program is implemented by Fintrac Inc., a US agribusiness firm, along with local partner METCON Consultants and other local and international organizations working in the Terai. USAID-NFRP activities include:

- a) Investing in rehabilitated and improved community infrastructure;
- b) Improving livelihoods by increasing productivity and living standards through income-generating activities;
- c) Raising health standards by training communities in improved sanitation and nutrition practices;
- d) Increasing local capacity through the participation of Local Peace Committees (LPCs) and other Community-Based Organizations (CBOs) in community development activities;
- e) Outreach and awareness campaigns for the protection of women and children;
- f) Other initiatives as determined feasible by USAID-NFRP technicians and management.

## B. General Description of USAID-NFRP Subcontracts

USAID/Nepal anticipated the use of subcontracts under USAID-NFRP as per the RFTOP and subsequent task order award to Fintrac, Inc. Subcontracts shall be implemented in accordance with Section A.16 of the USAID-NFRP Task Order award (Order #EDH-I-04-05-00007-00) and AIDAR. Specifically, the following conditions will be met:

- The USAID CTO and CO will approve all subcontract activities valued at more than 5% of the total task order budget (\$214,112).
- The contractor will ensure that the requirements that apply to USAID-executed contracts also apply to subcontracts issued by a USAID contractor.
- Language shall be incorporated in any subcontracts to require that prominent signs/posters, noting the Office of Inspector General's Hotline telephone number, be displayed at worksites to advise people on how to report fraud, waste, and abuse.

In addition, the contractor shall allow USAID the following rights:

- To conduct a financial review, require an audit or otherwise ensure adequate accountability of organizations expending USAID funds regardless of the audit requirement.
- To require termination of any subcontract in extraordinary circumstances.

The contractor shall review each subcontractor's organizational capacity prior to executing a subcontract. This will include an assessment of the capacity of each subcontractor to carry out services to be provided under its subcontract, including management, reporting and internal controls.

## C. Subcontract Objectives

Preference will be given to subcontracting local organizations and firms in order to leverage technical expertise in small-scale engineering, agriculture, sanitation, etc. as well as financial resources through in-kind contributions and investments from counterparts and beneficiaries.

Subcontracts are therefore a key program tool for leveraging the technical and financial resources necessary to meet the goals of USAID-NFRP, namely: improving livelihoods and living standards; raising health and education standards; improving damaged community infrastructure or building new

infrastructures; increasing local organizational and governance capacity; and introducing measures to reduce the impact of future disasters in the Terai.

## D. Illustrative Activities

Subcontracts will be used to increase program outreach through use of firms and organizations with demonstrated experience in program component areas. Emphasis will be placed on activities that build the capacity of local (district-level) community-based organizations to ensure the sustainability of program interventions. However, subcontracting will also be made open to national-level organizations that demonstrate superior capacity in program components that cannot be implemented effectively through local organizations.

Subcontracts will be used to carry out the following activities in targeted regions of the Terai. Examples of subcontract activities may include, but are not limited to:

- **Engineering and reconstruction projects** – including small-scale construction and rehabilitation of drinking water sources; river embankments; irrigation systems; schools and health posts; and sanitation facilities:
  - Construction of drinking water sources and supply lines to improve access to safe water;
  - Repair and reinforcement of river embankments to mitigate erosion and reduce damage to households and farms;
  - Repair and/or new construction of village-level irrigation structures, including the creation of small-scale drip irrigation systems (and related inputs) to benefit farming communities;
  - Construction of sanitation facilities such as community latrines with washing stations.
  - Re-construction or new construction of community infrastructure such as schools, health posts and agricultural processing and storage facilities.
- **Training and sensitization activities and provision of technical resources** – including agriculture and other income-generating activities; disaster preparedness and mitigation; health and sanitation; and the protection of women and children:
  - Agriculture production and postharvest handling through village demonstration sites, emphasizing use of improved inputs and technologies; Good Agricultural Practices (GAPs) such as Integrated Pest Management (IPM) and Farm Chemical Safety (FCS), as well as other income generating activities;
  - Disaster preparedness and mitigation such as basic steps to protect homes and farms during floods and other precautions such as emergency food and water storage;
  - Health and sanitation training such as measures to prevent diarrhea and other sicknesses through improved hygienic practices, as well as family nutrition through household kitchen gardens;
  - Protection of women and children and other gender issues through targeted education and awareness campaigns.

A core element of USAID-NFRP's technical approach is the programming of training and sensitization activities that are complementary to engineering and construction efforts, thus enhancing the latter's sustainability. For example, health and sanitation education and awareness campaigns will complement communities where latrines and washing stations are planned for construction, and so on.

## E. Environmental Analysis

All subcontract activities will be evaluated to ensure compliance with best environmental practices and the parameters established in USAID's Initial Environmental Examination (IEE) for the USAID/Nepal's Flood Recovery Program, approved April 16, 2008.

Given the small-scale of program interventions, environmental impact is anticipated to be minimal to none for most USAID-NFRP activities, while many others will yield positive environmental benefits.

The IEE included an evaluation of the environmental impact potential for each of the program's six components:

- 01: Rehabilitation and rebuilding of productive infrastructure
- 02: Provision of income generation activities
- 03: Improved sanitation, hygiene and nutrition
- 04: Strengthening of Local Peace Committees and other local organizations
- 05: Protection of Women and Children
- 06: Windows of Opportunity

Categorical exclusion from environmental monitoring and evaluation was recommended for project components 03 through 06, while mitigation and reporting were required for components 01 and 02. Accordingly, each subcontract activity will be evaluated by Program technicians using Attachment 04: Environmental Analysis Form, which includes criteria specific to program interventions under components 01 and 02.

## **F. Subcontract Format**

Subcontracts under USAID-NFRP will be made utilizing a **fixed price** mechanism. Fixed price subcontracts will be made directly with organizations by USAID-NFRP for the provision of services to program beneficiaries. Each fixed price subcontract will include the following sections:

- Signatory Page – contract value, effective date, principal signatures
- Part I – Terms of Reference
  - a) Background
  - b) Scope of Work
  - c) Period of Performance
  - d) Deliverables
  - e) Reporting and Technical Direction
  - f) Amendments
- Part II – Subcontract Value
- Part III – Invoicing
- Part IV – Payments
- Part V – Personnel Status
- Part VI – Data Ownership
- Part VII – Conflict of Interest
- Part VIII – Termination
- Part IX – Legal Agreement
- Part X – Clauses Incorporated by Reference
- Attached Certifications

See Attachment 02 for the subcontract template to be utilized under USAID-NFRP.

## **G. Client and Partner Contributions**

Fintrac will seek in-kind contributions from client and counterpart organizations in order to broaden the outreach and impact of USAID-NFRP activities. Examples of in-kind contributions to be leveraged through USAID-NFRP subcontract activities may include:

- For **engineering and construction services**, contributions in the form of labor for reconstruction activities, food for work contributions, equipment/material contributions, and others.
- For **training, education and awareness activities**, subcontractor organizations (such as NGOs operating in the Terai) may provide additional human or other resources (transportation, per diem, inputs, training materials) to broaden the scope of a training campaign to additional communities, especially where there is a recognition of shared goals between Fintrac and the subcontractor's organizational mission, and it is in the interest of the subcontractor to provide such contributions.

The value of anticipated in-kind contributions will be indicated in the subcontract budget, and actual contributions recorded in Fintrac's M&E system.

## H. Subcontract Procedures

Subcontractor activities will vary in scope and nature according to the services to be provided. Each will support one (or more) USAID-NFRP component.

### 1. Selection Criteria

All USAID-NFRP subcontract activities are required to:

- Be results-driven with strong contribution to meeting USAID-NFRP goals;
- Be cost effective and realistic;
- Present minimal or positive impact on the local environment (See Attachment 4: Environmental Analysis Form);
- Incorporate gender concerns; and
- Contribute to the long-term sustainability of program interventions.

### 2. Competition

Subcontract awards will be made on a competitive basis following an evaluation of the capacity of prospective subcontractors to carry out services that support USAID-NFRP goals. It is likely that Fintrac will pre-qualify a pool of local organizations in each of the six districts of USAID-NFRP activity among whom proposal requests will be made for the execution of subcontracts. These shortlists will be based on a survey of INGOs, local and national NGOs to be conducted in August 2008.

Criteria for the selection of subcontracts under USAID-NFRP are as follows:

- 1) Updated legal registration and audited financial statements
- 2) Familiarity with the geographic region of the proposed activity
- 3) Ability to travel to and operate in the targeted geographic region
- 4) Past performance in delivering similar services
- 5) Technical capacity
- 6) Management capacity
- 7) Cost reasonableness of the proposed budget
- 8) Ability to report on progress and deliverables
- 9) Willingness to be monitored by program staff
- 10) Willingness to comply with all subcontract clauses and certifications

All subcontracts will be executed in accordance with sound business practices and all applicable US government regulations. If deemed necessary, Fintrac will conduct a performance assessment of prospective subcontractor firms and organizations. All information shall be held in strict confidence to protect the privacy and integrity of prospective subcontractors.

### 3. Environmental Impact

Program technicians will analyze each subcontract activity in accordance with best environmental practices, as well as the determinations and conditions of USAID's Initial Environmental Examination (IEE) for USAID-NFRP. Since the IEE determined that "small scale construction, rehabilitation, and repairs, and some technical training areas, qualify for **Negative Determination with Conditions** per 216.3 (a)(2)(iii), the **Conditions** are that:

1. These activities meet or exceed the requirements of the National Environmental Policies and Procedures of the Government of Nepal (GON) [Nepal has enforced the Environmental Impact Assessment Guidelines 1993; Environmental Protection Act 1997; Environmental Protection Rules 1997 and the Guidelines Act, Rules and other regulations that provide basic legal framework for an environmental assessment in Nepal. (IEE p.6)]
2. No hazardous materials such as asbestos, lead-based paints, chlorine gas, and toxic solvents shall be used to the extent feasible
3. Only certified wood and no illegal timber shall be used; where feasible, aluminum, glass, steel, plastic wood and other recycled materials rather than new wood shall be used
4. If pesticides, including fumigants, are procured, used, and disposed, a Pesticide Evaluation Report and Safe Use Action Plan (PERSUAP) and an Integrated Pest Management (IPM) plan shall be prepared and approved by the Bureau Environmental Officer (BEPO) prior to procurement, per 22 CFR 216.3(b), pesticide procedures
5. Mitigation measures shall be undertaken during land preparation and construction to control and reduce soil erosion, construction dust and debris, noise and traffic, and debris and waste shall be minimized and dispose properly
6. Construction activities shall be alert for historically and culturally significant artifacts and properly reported to authorities if found
7. Developing of water supplies shall first be studied for its potential adverse impact on the already obligate [stressed] water supply
8. Drinking water sources shall be tested prior to use to assure they meet drinking water standards, especially for arsenic and bacteria
9. Sound principles of environmental management, including manure management, agricultural chemical management, and medical materials waste management and disposal, shall be implemented
10. To the extent feasible, intergraded pest management, integrated solid waste management, and resource recovery, reuse, recycling and composting shall be encouraged
11. To the extent feasible, program activities shall conform to the U.S. Green Building Council (USGBC) standards and guidelines for Leadership in Energy an Environmental Design (LEED – [www.usgbc.org/LEED](http://www.usgbc.org/LEED)) , especially for water, wastewater, storm water, and energy for use, reuse, and deficiency, as applicable to rehabilitation, new construction, and open areas, and consistent with U.S. President Executive Orders for Sustainable Design, Green Building and Energy Efficient Products ([www.ofee.gov](http://www.ofee.gov))
12. As feasible, care shall be exercised to reduce the carbon emissions to air from rehabilitation, construction, maintenance, and operation activities
13. A performance monitoring plan shall be prepared and implemented to comply with this Environmental Threshold Decision (ETD) and its approved IEE and shall be monitored and evaluated periodically by the USAID General Development Office (GDO) Team.

As applicable these conditions will be reported in the USAID-NFRP Quarterly Performance Reports. Mitigation measures will be submitted to the Evaluation Committee for its consideration and will be

included in the Request for Approval sent to USAID for each subcontract. Copies of all Environmental analyses will be kept on file at the USAID-NFRP Program office, and electronic copies posted on the program's Intranet site, accessible to USAID-NFRP and USAID/Nepal staff.

Environmental analyses will be completed following site visits by the program's engineer, agronomist, or other technicians. Approval for each subcontract activity will be provided only against a determination that the subcontract activity will result in minimal environmental impact, no impact at all, or positive environmental benefit. In rare cases where minimal impact is anticipated, the assessment will include proposed mitigation measures.

It is anticipated that most community infrastructure activities will result in no impact given their small-scale (and the fact that many projects will consist of repair to structures already in existence). Most USAID-NFRP income generation activities will generate positive environmental benefits through the introduction and promotion of sustainable practices such as:

- Low cost drip irrigation;
- Proper land preparation;
- Use of organic fertilizer (livestock manure, composting);
- Crop rotation which will help break pest cycles;
- Integrated Pest Management including the use of live crop barriers, non-chemical pest traps, and biological control alternatives, where appropriate and feasible

In addition, no agrochemicals or non-organic fertilizers will be purchased under USAID-NFRP subcontracts.

See Attachment 04 for specific criteria to be used during environmental evaluation, mitigation and monitoring, based on the recommendations of the IEE.

#### **4. USAID-NFRP Approval**

All subcontract activities are subject to evaluation by a committee of USAID-NFRP staff. Only those activities meeting the committee's approval will be submitted to the USAID-NFRP Program Director for final approval.

Subcontract activities will be screened by a committee consisting of: (1) the USAID-NFRP Technical Team; (2) the USAID-NFRP Financial Manager; and (3) Fintrac's Home Office Program Manager for USAID-NFRP, in order to ensure that they meet the minimum eligibility requirements, are financially sound, and that the proposed activity poses no significant negative environmental impact. Once eligibility is determined, the committee will determine the activity's contribution to program goals. An evaluation may entail interviews, site visits, background research, and/or solicitation of additional information, including relevant technical and budget information to ensure that proposed costs are reasonable and allowable.

To the extent necessary, the subcontracts committee will perform a cost analysis prior to executing a subcontract in order to determine:

- The subcontractor's understanding of the financial aspects of the services/activities to be undertaken;
- Its ability to perform the services/activities within the proposed budget and timeframe;
- Any special conditions related to the successful delivery of services (i.e. availability of construction materials, security in the proposed activity areas, weather considerations, etc.);
- The reasonableness of proposed costs, and evidence that they are allowable.

In some instances, the subcontractor may be required to modify or clarify its proposal and/or budget. In these cases USAID-NFRP staff will work with the subcontractor to revise the proposal as required. If significant technical or budgetary changes are needed, the revised proposal will be reviewed and evaluated once again by the subcontracts committee. All subcontractors are required to complete Attachment 05: Certification Regarding Narcotics Offenses and Attachment 06: Certification Regarding Terrorism Financing.

## **5. USAID Approval**

The large majority of subcontracts issued under USAID-NFRP will be relatively small and will not surpass the USAID approval threshold of \$214,112. Regardless of size or scope, all USAID-NFRP subcontracts shall undergo the same level of scrutiny and due diligence as those that will require approval from USAID.

For subcontracts valued above the USAID approval threshold, the USAID-NFRP committee shall prepare a written memorandum to the USAID CTO and CO requesting their approval for the proposed subcontract. The request shall include a brief description of the services/activities being proposed along with their expected contribution towards USAID-NFRP goals.

The following items will be submitted to USAID when requesting subcontract approval:

1. Request for Subcontract Approval (Attachment 01)
  - a) Summary
  - b) Description
  - c) Selection Criteria
  - d) Budget
  - e) Payment Information
2. Subcontract (Attachment 02)
3. Negotiation Memorandum (Attachment 03)
  - f) Justification
  - g) Description
  - h) Budget review
  - i) Duration
  - j) Competitive / Noncompetitive award justification
  - k) Statement that requirements applicable to USAID contractors shall also apply to program subcontractors (flow through)
4. Environmental Analysis (Attachment 04)
5. Certification Concerning Narcotics Offenses and Drug Trafficking (Attachment 05)
6. Certification Regarding Terrorism Financing Activities (Attachment 06)

A subcontract activity request-for-approval package is not complete unless all of the above is included. The USAID CTO and CO must approve each subcontract activity above the approval threshold prior to its execution, and may request additional information from the contractor prior to subcontract approval.

In the interest of achieving agreed upon results for the benefit of flood-affected villages as quickly as possible, Fintrac has proposed for USAID's consideration the option of "subcontract approval by no objection after five (5) work days."

## **6. Subcontract Elements**

Following a determination of the subcontractor's ability to deliver the described services, and USAID-NFRP and USAID approval (if required), a subcontract document will be prepared as described in Section F.

All subcontracts will include Terms of Reference (TOR) that identify the services/activities to be performed, along with a timeline of activities, budget and schedule of deliverables to be provided. The subcontract will contain deliverables that are realistic and measurable for which the subcontractor will be held accountable.

USAID may require Fintrac to terminate subcontracts unilaterally in extraordinary circumstances. Accordingly, every subcontract shall include a termination clause that allows for (1) mutual termination in writing by both parties and (2) unilateral termination by Fintrac in the event that USAID (i) terminates the USAID-NFRP program, (ii) reduces the USAID-NFRP program budget (or fails to provide incremental program funding), or (iii) requires Fintrac to otherwise terminate the subcontract (or any group of subcontracts).

Upon preparation of the subcontract document, a signature shall be obtained from the subcontractor's designated representative, and the document countersigned by Fintrac/USAID-NFRP. Additionally, each subcontract activity above the approval threshold shall require the signed approval of the designated USAID CTO. Signed copies of these documents shall be placed on file at the USAID-NFRP office and made available to program and USAID staff via the USAID-NFRP Intranet site.

## **7. Conflict of Interest**

Appropriate steps shall be taken to ensure that members of the USAID-NFRP subcontracts committee and any program staff involved in the review/approval process have no conflict of interest, or the appearance of such, with regard to subcontracts. An individual shall be considered to have the appearance of a conflict of interest if that person, or that person's spouse, partner, child, close friends or relatives, work for, or are negotiating to work for, or have a financial interest (including being an unpaid member of a Board of Directors) in any organization or firm under consideration for a subcontract. In such cases, the committee shall carefully review the situation and, if necessary, consult USAID to determine the appropriate action required to avoid or mitigate such conflict of interest and ensure impartiality during the evaluation process.

Fintrac and USAID-NFRP staff shall neither solicit nor accept gratuities, favors, or anything of monetary value from proposed subcontractors.

## **I. Subcontract Administration**

The specific nature and extent of USAID-NFRP subcontract administration will vary by activity, but will generally include technical oversight through site visits and reporting, as well as other monitoring of deliverables. An orientation between the subcontractor and USAID-NFRP will be carried out for each subcontract in order to clarify the roles and responsibilities of the individuals administering the subcontract. USAID-NFRP shall serve as the control point for all subcontractor administration.

Subcontractors shall be subject to the provisions established and included in their respective subcontracts. USAID-NFRP will ensure that subcontracts do not contain clauses that conflict with USAID regulations and policies. USAID-NFRP shall process all award modification, suspension and termination actions.

## **J. Monitoring and Reporting**

Site visits are an important part of effective subcontractor management and will be carried out on a regular basis by USAID-NFRP staff. All subcontractors will be subject to regular and periodic monitoring visits and reporting requirements, as per the terms of their subcontracts. Site visits will also be coordinated for USAID and other USG staff upon request. A record of all site visits by USAID-NFRP technicians will be included in the program's M&E system, accessible online by program staff and USAID.

All subcontractors will submit a final report at the conclusion of each subcontract to be kept on file at the USAID-NFRP office and made available to USAID electronically via the USAID-NFRP Intranet site.

## **K. Amendments and Extensions**

Fintrac has the authority to make, without prior USAID approval, written amendments to awarded subcontracts, provided that the amendments (1) are of a minor or administrative nature, (2) do not change the value, purpose or use of funds of any subcontract, (3) do not eliminate or reduce the authority of any standard or special provisions or any other regulation or policy, (4) are satisfactory to the subcontractor, and (5) are promptly transmitted to USAID.

Approval of the USAID-NFRP Program Director is required for amendments that involve any substantial change, extension or expansion of subcontract services prior to submission to USAID (if required).

The USAID-NFRP Program Director shall also serve as the mandatory control point of record for all communication regarding subcontract amendments. Amendments will be made by formal modifications to the basic subcontract document, with signed copies included on file and posted to the USAID-NFRP Intranet.

## **L. Other Subcontractor Responsibilities**

The subcontractor has full responsibility for its conduct and adherence to the terms and conditions outlined in its subcontract. Although the subcontractor is encouraged to seek the advice and opinion of the USAID-NFRP Program Director on special problems that may arise, such advice does not diminish the recipient's responsibility for making sound technical and administrative judgments, and should not imply that the responsibility for operating decisions has shifted to the USAID-NFRP Program. The subcontractor is responsible for immediately notifying USAID-NFRP regarding any problems that may inhibit its ability to provide the deliverables required under its subcontract.

All subcontracts will contain a clause indicating that the provisions and clauses applying to Fintrac through its contract with USAID shall also apply to the subcontractor. These clauses will be incorporated by reference in each subcontract.

Fintrac will preserve all records with respect to its subcontracting (including technical, cost and negotiation factors) and administration hereunder. All records will be retained for a period of five years.

## **M. Special Provisions**

All subcontracts will be subject to the following Special Provisions:

### **1. Salary Supplementation**

No funds provided under this award shall be used to make any payments to government employees, without prior written approval of Fintrac and USAID.

## **2. Prohibition of Assistance to Drug Traffickers (ADS 206.5.9)**

Fintrac and/or USAID reserve the right to terminate subcontracts, demand refund of funds paid, or take other appropriate measures if the subcontractor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking, as defined in 22 CFR Part 140. As stated in Section E, all subcontractors are required to complete Attachment 05: Key Certification Regarding Narcotics Offenses and Drug Trafficking.

## **3. Certification Regarding Terrorism Financing Activities**

Subcontractors are also required to complete Attachment 06: Certification Regarding Terrorism Financing.

### Attachments:

- 01: Request for Subcontract Approval
- 02: Subcontract Template
- 03: Negotiation Memorandum
- 04: Environmental Analysis
- 05: Certification Regarding Narcotics Offenses and Drug Trafficking
- 06: Certification Regarding Terrorism Financing

## Attachment 01: Request for Subcontract Approval

**To:** Shanker K. Khagi, CTO and XXX, CO, USAID/Nepal  
**From:** Joe Sanders, COP, USAID/Nepal Flood Recovery Program  
**Date:** [DAY, MONTH, YEAR]  
**Subject:** Request for Approval of Subcontract Activity #XX: [NAME OF ACTIVITY] under Contract #EDH-I-04-0500007-00

Under the USAID-funded Nepal Flood Recovery Program (USAID-NFRP) (Contract #EDH-I-04-05-00007-00), funds approved under the Task order may be utilized to subcontract NGOs, CBOs, associations, firms and other partner organizations to support program activities.

Accordingly, this is to request USAID approval of Subcontract Activity #XX for the provision of [BRIEF DESCRIPTION OF ACTIVITY]. Details of this subcontract are as follows:

Subcontract Summary		
Subcontract Number/Activity:	[GIVE NUMBER AND ACTIVITY, SUCH AS “#04: PROVISION OF 20 LATRINES AND 10 WASHING STATIONS IN BANKE DISTRICT”]	
Effective Date:	[MONTH, DAY, YEAR]	
Subcontractor Name:	[NAME]	
Cost Breakdown:	In US\$	%
USAID-NFRP Contribution:	\$XX,XXX.XX	XX%
Subcontractor Contribution:	\$XX,XXX.XX	XX%
Client/Counterpart Contribution:	\$XX,XXX.XX	XX%
<b>Total Investment:</b>	<b>\$XX,XXX.XX</b>	<b>100%</b>
Goal:	[BRIEF DESCRIPTION OF PURPOSE/GOAL]	
Brief Description of USAID-NFRP Contribution:	Purchase of services for the [construction, training, etc.] of...	
Brief Description of Subcontractor/Client Contribution:		
Brief Description of Deliverables/Results:		
Reporting Requirements:		

### 1. Description

[DESCRIPTION OF ACTIVITIES AND SERVICES TO BE PROCURED UNDER THIS SUBCONTRACT:

- HOW THEY CONTRIBUTE TO PROGRAM OBJECTIVES (2-3 PARAGRAPHS, MENTIONING FLOOD DAMAGE, BENEFICIARIES, GEOGRAPHIC AREA, ANTICIPATED IMPACT)
- SPECIFY OUTPUTS/DELIVERABLES
- CO-INVESTMENT BY THIRD PARTIES
- ENVIRONMENTAL IMPACT]

## 2. Selection Criteria

The proposed subcontractor was selected to implement this activity based on its scoring against the following criteria in competition with other prospective organizations:

Criteria Categories	Score (1-5)		
	Sub #1	Sub #2	Sub #3
1. Updated legal registration and audited financial statements			
2. Familiarity with the geographic region of the proposed activity			
3. Ability to travel to and operate in the targeted geographic region			
4. Past performance in delivering similar services			
5. Technical capacity			
6. Management capacity			
7. Cost reasonableness of the proposed budget			
8. Ability to report on progress and deliverables			
9. Willingness to be monitored by program staff			
10. Willingness to comply with all subcontract clauses and certifications			
<b>Total Possible Score: 50</b>			
<i>Percentage</i>	<i>%</i>	<i>%</i>	<i>%</i>

**[BRIEFLY MENTION OTHER CANDIDATE GROUPS AND HOW THE SUBCONTRACTOR WAS SELECTED FROM AMONG THEM]**

## 3. Subcontract Budget

The following budget includes the total fixed price to be paid to the subcontractor by USAID-NFRP, as well as all subcontractor and third party contributions including those from subcontract beneficiaries:

**Table 1: Subcontract Budget (US\$)**

Cost Category	USAID-NFRP	Subcontractor	Beneficiary / Other	Total
1.				
2.				
3.				
4.				
5.				
<b>TOTAL</b>				
<i>Percentage of Contribution</i>	<i>XX%</i>	<i>XX%</i>	<i>XX%</i>	<i>100%</i>

## 4. Payment Mechanism

USAID-NFRP will make installment payments to the subcontractor against the completion of the deliverables specified in the subcontract, as approved by the Program Director. Cost contributions by the subcontractor, beneficiaries or third party organizations will be monitored by program staff and reported in the Project's CIRIS M&E System.

#### 5. USAID-NFRP and USAID Concurrence

The proposed subcontract activity contributes to USAID-NFRP objectives:

\_\_\_\_\_  
*Joe Sanders, USAID-NFRP Program Director*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*USAID concurrence*

\_\_\_\_\_  
*Date*

The follow supporting documentation is attached:

1. Subcontract [#XX]
2. Negotiation Memorandum
3. Environmental Analysis
4. Certification Regarding Narcotics Offenses and Drug Trafficking
5. Certification Regarding Terrorism Financing
6. [OTHER INFORMATION AS APPLICABLE]

## Attachment 2: Subcontract Template

Fixed Price Contract #[XX]

Between

Fintrac, Inc.

and

**[NAME OF SUBCONTRACTOR]**

for work to be performed under:

USAID/Nepal Flood Recovery Program (USAID-NFRP)  
(USAID Contract #EDH-I-04-05-00007-00)

Effective Date:           **[MONTH, DAY YEAR]**

Total Fixed Price:       **[US DOLLAR VALUE]**

The Subcontractor, **[NAME OF ORGANIZATION]**, agrees to furnish and deliver to **Fintrac, Inc.** all items and/or perform all services set forth in this contract. The rights and obligations of both parties to this fixed price contract shall be subject to, and governed by, the provisions and specifications described therein and duly executed by both parties.

\_\_\_\_\_  
*Signature - Fintrac, Inc.*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature – [SUBCONTRACTOR]*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This Subcontract is made this day **[INSERT DATE]** between Fintrac Inc., (hereinafter "Fintrac" or the "Company"), a corporation organized and existing under the laws of the US Virgin Islands, and having offices at #72 Kronprindsens Gade, St. Thomas, USVI 00803, USA, and **[SUBCONTRACTOR NAME AND ADDRESS]** (hereinafter "**[NAME]**" or "Subcontractor").

Under Fintrac's contract with the US Agency for International Development (hereinafter "USAID") to supply services under the USAID/Nepal Flood Recovery Program (hereinafter USAID-NFRP), contract #EDH-I-04-05-00007-00, Fintrac wishes to contract **[NAME OF SUBCONTRACTOR]** for the provision of services as outlined below.

## **Part I – Terms of Reference**

### **1. Background.**

**[3-4 PARAGRAPHS DESCRIBING SUBCONTRACT ACTIVITY]**

### **2. Scope of Work**

Specific tasks to be undertaken by the contractor include:

**[LIST OUT SPECIFIC ACTIVITIES IN DETAIL TO BE UNDERTAKEN UNDER THIS SUBCONTRACT]**

### **3. Period of Performance**

Services are expected to be performed by the Subcontractor over the period **[EFFECTIVE DATES]**.

### **4. Deliverables**

**[DETAILED DESCRIPTION OF SUBCONTRACT DELIVERABLES/RESULTS AND SCHEDULE (DATES) OF COMPLETION]**

A report on the completion of each deliverable shall be delivered to the USAID-NFRP Program Director no later than 10 days following its completion. The Subcontractor must notify the USAID-NFRP Program Director in writing should it not be able to complete the specified deliverables by the agreed upon dates.

### **5. Reporting and Technical Direction**

The Subcontractor shall render the services and produce the deliverables stipulated in this subcontract under the general technical direction of the USAID-NFRP Program Director, Mr. Joe Sanders, or his designee. The USAID-NFRP Program Director is responsible for monitoring the Subcontractor's performance under this fixed price contract.

**6. Amendments.** The quantity and timing of services described in the subcontract is subject to amendment at any time by Fintrac and/or USAID-NFRP. In accepting this contract, **[SUBCONTRACTOR]** agrees that it will not hold Fintrac liable in any way for alterations in the scope or timeline of services to be provided. The Subcontractor further agrees to provide the agreed-upon services faithfully, appropriately, and to the best of its ability, and to comply with local laws and customs.

## **Part II – Subcontract Value**

Fintrac will pay **[SUBCONTRACTOR]** the following sum(s) in local currency equivalent for the successful delivery of the deliverables indicated in this contract:

DELIVERABLE 01:	<u>US\$ XX,XXX</u>
DELIVERABLE 02:	<u>US\$ XX,XXX</u>
DELIVERABLE 03:	<u>US\$ XX,XXX</u>
TOTAL	<u>US\$ XX,XXX</u>

The sum of these deliverables represents the total value of this subcontract, and is fixed for the period of performance outlined in Part III.

### **Part III – Invoicing**

Upon USAID-NFRP Program Director Joe Sanders' acceptance of each deliverable described in Part I, the Subcontractor shall submit an invoice to Fintrac, Inc. for payment. The invoice shall include the following information: (1) total amount due in US Dollars as indicated in the subcontract, and (2) payment information and instructions. The invoice shall be sent to:

**USAID Nepal Flood Recovery Program**  
 Attn: Joe Sanders, Program Director  
 43/15 Dandibaba Marg, Tangal  
 Kathmandu-2, Nepal  
 Tel: 977-1-441-4162

### **Part IV – Payments**

Payments under this subcontract are contingent upon the satisfactory completion of the specified deliverables as determined by the USAID-NFRP Program Director. USAID-NFRP will make installment payments to the subcontractor against the completion of the deliverables specified in this contract. The Subcontractor's invoice will be paid by Fintrac within thirty (30) business days of Fintrac's receipt of (a) approval of Subcontractor deliverable(s), or (b) Subcontractor's invoice, whichever occurs later. Payment will be made in local currency at prevailing exchange rates, paid as per the instructions specified in the Subcontractor's invoice. The Subcontractor agrees that Fintrac will not be held liable for late payments due to incorrect / incomplete payment information provided by the Subcontractor.

### **Part V – Personnel Status**

Personnel supplied by the Subcontractor for the provision of services described in Part I are recognized by Fintrac and USAID-NFRP as employees of the Subcontractor only, and shall not be considered short-term consultants of Fintrac, nor USAID-NFRP, nor shall any such personnel receive individual consulting fees, per diems etc. from Fintrac or USAID-NFRP for services procured from the Subcontractor.

### **Part VI – Data Ownership**

Ownership of the Contractor's reports, research, data and other work rests with Fintrac, and all materials must be delivered to Fintrac as specified in Part I. The Subcontractor agrees not to publish or make any other use of such materials without the prior approval in writing of Fintrac. This clause does not alter any contractual requirement on the part of Fintrac with respect to data ownership rights of USAID.

## Part VII – Conflict of Interest

The Subcontractor, its directors and employees shall not engage, directly or indirectly, in any business or professional activity in Nepal that would conflict with the performance of its obligations under this Subcontract.

## Part VIII – Termination

This subcontract may be terminated by either Fintrac or the subcontractor provided termination is mutually agreed to by both parties. Additionally, by signing this contract, the subcontractor acknowledges that Fintrac has the right to unilaterally terminate this subcontract in the event that:

- USAID terminates the USAID-NFRP program;
- USAID changes, or otherwise alters, Fintrac’s Scope of Work under USAID-NFRP;
- USAID reduces the USAID-NFRP program budget (or fails to provide incremental program funding);
- USAID otherwise requires Fintrac to terminate the subcontract for any other reason;
- Fintrac determines that termination of the subcontract is necessary to otherwise fulfill its contractual obligations to USAID.

## Part IX – Legal Agreement

This Subcontract shall be binding upon the Subcontractor and Fintrac, and on their respective successors, heirs and assignees. This Subcontract may not be assigned by either party without the prior written consent of the other. This Subcontract shall be interpreted and construed under and in accordance with the laws of the District of Columbia, United States of America. The parties hereby expressly agree and acknowledge that the courts of the District of Columbia shall have sole and exclusive jurisdiction over any dispute arising under or otherwise relating to this agreement.

## Part X – Clauses Incorporated by Reference

This fixed price contract incorporates the following clauses of the Federal Acquisition Regulations (Title 48 of the Code of Federal Regulations, Chapter 1) and AID Acquisition Regulations (Title 48 of the Code of Federal Regulations, Chapter 7) by reference, with the same force and effect as if they were given in full text. The full text is available at:

<http://www.arnet.gov/far>  
<http://www.usaid.gov/policy/ads/300/aidar.pdf>

Modifications that apply to this fixed price contract may appear after each clause. It is understood and agreed that the Subcontractor may be obligated by and to Fintrac for any specifications or documentation required of Fintrac under these clauses, and that references to the Fintrac may also refer to the Subcontractor. The Subcontractor hereby agrees to abide by the terms and conditions imposed by these clauses. With respect to documentation and approvals required under these clauses, all such documentation and approvals shall be submitted to or requested from Fintrac.

### Federal Acquisition Regulations (FAR) Clauses

NUMBER	TITLE
52.202-1	DEFINITIONS

52.203-3	GRATUITIES
52.203-5	COVENANT AGAINST CONTINGENT FEES
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	ANTI-KICKBACK PROCEDURES
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	AUDIT AND RECORDS--NEGOTIATION
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATION
52.215-12	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	SUBCONTRACTOR COST OR PRICING DATA MODIFICATIONS
52.215-14	INTEGRITY OF UNIT PRICES
52.216-7	ALLOWABLE COST AND PAYMENT
52.217-8	OPTION TO EXTEND SERVICES
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	LIMITATIONS ON SUBCONTRACTING
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING
52.222-3	CONVICT LABOR
52.222-21	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	EQUAL OPPORTUNITY
52.222-29	NOTIFICATION OF VISA DENIAL
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
52.223-6	DRUG-FREE WORKPLACE
52.223-14	TOXIC CHEMICAL RELEASE REPORTING
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS
52.229-3	FEDERAL, STATE AND LOCAL TAXES
52.230-2	COST ACCOUNTING STANDARDS
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES
52.230-5	COST ACCOUNTING STANDARDS EDUCATIONAL INSTITUTION
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-1	PAYMENTS
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	EXTRAS
52.232-22	LIMITATION OF FUNDS
52.232-23	ASSIGNMENT OF CLAIMS
52.232-25	PROMPT PAYMENT

52.233-1	DISPUTES
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	BANKRUPTCY
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)
52.243-7	NOTIFICATION OF CHANGES
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)
52.244-5	COMPETITION IN SUBCONTRACTING
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
52.246-23	LIMITATION OF LIABILITY
52.246-25	LIMITATION OF LIABILITY - SERVICES
52.248-1	VALUE ENGINEERING
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	EXCUSABLE DELAYS
52.253-1	COMPUTER GENERATED FORMS

### **US Agency for International Development Acquisition Regulations (AIDAR) Clauses**

752.202-1	DEFINITIONS
752.204-2	SECURITY REQUIREMENTS
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD
752.211-70	LANGUAGE AND MEASUREMENT
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
752.225-70	SOURCE, ORIGIN, AND NATIONALITY REQUIREMENTS
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISES
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES
752.229-70	FEDERAL, STATE, AND LOCAL TAXES
752.7001	BIOGRAPHICAL DATA
752.7002	TRAVEL AND TRANSPORTATION
752.7004	EMERGENCY LOCATOR INFORMATION
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS
752.7006	NOTICES
752.7007	PERSONNEL COMPENSATION
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS
752.7025	APPROVALS
752.7033	PHYSICAL FITNESS
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER
752.7035	PUBLIC NOTICES

### Attachment 3: Negotiation Memorandum

Date: [DAY, MONTH, YEAR]  
Reference: USAID Prime Contract #EDH-I-04-05-00007-00  
Subject: Negotiation Memorandum – Fixed Price Contract between Fintrac, Inc. and [SUBCONTRACTOR]

---

In accordance with FAR clause 52.244-2, Section (f)(1)(vii), Fintrac Inc. provides the following information regarding the content of the proposed subcontract between Fintrac and [SUBCONTRACTOR].

**A. Principal elements of the subcontract price negotiations.**

The principal elements in the fixed price subcontract price negotiations included...

**B. The most significant consideration in establishing initial or revised prices.**

The most significant considerations controlling establishment of the subcontract price were...

**C. The reason cost or pricing data were or were not required.**

Fintrac did (did not) obtain a certificate of current cost or pricing data from [SUBCONTRACTOR] as the subcontract effort is less than \$650,000. Cost data was verified...

**D. The extent, if any, to which the Contractor did not rely on the Subcontractor's cost or pricing data in determining the price objective and negotiating the final budget.**

Fintrac relied on price data provided by the USAID-NFRP field office and the Subcontractor in determining the price objective. The subcontractor's final budget was negotiated...

**E. The extent to which it was recognized in the negotiation that the Subcontractor's pricing data were not accurate, complete or current; the action taken by the Contractor and the Subcontractor; and the effect of any such defective data on the total price negotiated.**

In reviewing the Subcontractor's price data, it was determined by Fintrac that the price of specific line items...

**F. The reasons for any significant difference between the Contractor's price objective and the price negotiated.**

**G. A complete explanation of the incentive fee or profit plan when incentives are used.**

This question is not applicable to this subcontract.

## Attachment 4: Environmental Analysis

Subcontract No./Activity:	
Subcontractor:	
Activity Location:	
Beneficiaries:	
Reviewer's Name / Title:	
Date of Review:	
USAID Approvals/ Verification (if any):	

### Instructions for Reviewer:

**Objective:** To determine whether the proposed action has potential for environmental impact, and if so, to determine the scope and extent of additional environmental evaluation, mitigation, and monitoring necessary to fulfill federal U.S. environmental requirements.

**Environmental Consequences:** Check appropriate column as Significant Negative Impact (SN), Minor Negative Impact (MN), No Impact (N), Positive Impact (P), or Impact Unknown (U). List the proposed mitigation measures for each significant and minor negative impact. In the unlikely event that an impact is unknown, then the activity should be modified or eliminated, or a more detailed environmental assessment undertaken.

#### 1. Earth Resources

- a. grading, trenching, or excavation > 1.0 hectare
- b. geologic hazards (faults, landslides, liquefaction, unengineered fill, etc.)
- c. contaminated soils or ground water on the site
- d. offsite overburden/waste disposal or borrow pits required > 1.0 ton
- e. loss of high-quality farmlands > 10 hectares

SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U

#### 2. Air Quality

- a. substantial increase in onsite air pollutant emissions (construction/operation)
- b. violation of applicable air pollutant emissions or ambient concentration standards
- c. substantial increase in vehicle traffic during construction or operation
- d. demolition or blasting for construction
- e. substantial increase in odor during construction or operation
- f. substantial alteration of microclimate

SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U

#### 3. Water Resources and Quality

- a. river, stream or lake onsite or within 30 meters of construction
- b. withdrawals from or discharges to surface or ground water
- c. excavation or placing of fill, removing gravel from, a river, stream or lake
- d. onsite storage of liquid fuels or hazardous materials in bulk quantities

SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U

#### 4. Cultural Resources

- a. prehistoric, historic, or paleontological resources within 30 meters of construction
- b. site/facility with unique cultural or ethnic values

SN	MN	P	N	U
SN	MN	P	N	U

#### 5. Biological Resources

- a. vegetation removal or construction in wetlands or riparian areas > 1.0 hectare
- b. use of pesticides/rodenticides, insecticides, or herbicides > 1.0 hectare

SN	MN	P	N	U
SN	MN	P	N	U

- c. construction in or adjacent to a designated wildlife refuge
- d. use of local timber resources

SN	MN	P	N	U
SN	MN	P	N	U

**6. Planning and Land Use**

- a. potential conflict with adjacent land uses
- b. non-compliance with existing local/national land policies, codes, permits or design factors
- c. construction in national park or designated recreational area
- d. reconstructed or rehabilitated structures exceed 10,000 square feet
- d. create substantially annoying source of light or glare
- e. relocation of >10 individuals for +6 months
- f. interrupt necessary utility or municipal service > 10 individuals for +6 months
- g. substantial loss or inefficient use of mineral or non-renewable resources
- h. increase existing noise levels >5 decibels for +3 months

SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U

**7. Traffic, Transportation and Circulation**

- a. increase vehicle trips >20% or cause substantial congestion
- b. design features cause or contribute to safety hazards
- c. inadequate access or emergency access for anticipated no. of people or traffic

SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U

**8. Hazards**

- a. substantially increase risk of fire, explosion, or hazardous chemical/material release
- b. increase exposure to water resources with coli-form bacteria or arsenic content above national standards
- b. bulk quantities of hazardous materials or fuels stored on site +3 months
- c. create or substantially contribute to human health hazard

SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U
SN	MN	P	N	U

**Summary of Impact**

**ENVIRONMENTAL DETERMINATION AND RECOMMENDED ACTION**  
(Check Appropriate Action)

(a) The project has no potential for substantial adverse environmental effects.	
(b) The project has little potential for substantial adverse environmental effects, however the recommended mitigation measures (listed above) will be incorporated in the SOW. No further environmental review is required.	
(c) The project has substantial but mitigatable adverse environmental effects and required measures to mitigate environmental effects (listed above) will be included in the SOW.	
(d) The project has potentially substantial adverse environmental effects, and revisions to the project design or location or the development of new alternatives is required.	
(e) The project has substantial and unmitigable adverse environmental effects. Mitigation is insufficient to eliminate these effects and alternatives are not feasible. The project is not recommended for funding.	

**Mitigation Plan**

Enter the Question/Row # of the potential negative impacts with “SN” or “MN” responses and complete table below for mitigation measures to reduce or eliminate the issue.

#	Description of Impact	Prescribed Mitigation or Investigation Measures

NOTES:

## **Attachment 5: Key Individual Certification Concerning Narcotics Offenses and Drug Trafficking**

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date of Birth: \_\_\_\_\_

**NOTICE:**

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

## Attachment 6: Certification Regarding Terrorism Financing

### Certification:

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website :

<http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>

or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website:

<http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification.

a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

b. "Terrorist act" means-

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site:

<http://untreaty.un.org/English/Terrorism.asp>); or

